

begun an examination for someone other than you, unless such examination is conclusively settled; however in such event, the time within which you may examine a particular statement shall be tolled until your accountant has completed the other examination (provided that he does so in a reasonably continuous and reasonably expeditious manner). If you have any objections to a royalty statement, you must give Publisher written notice of that objection, and your reasons for it, within three years after the date Publisher sends you that statement. Each royalty statement will become conclusively binding on you at the end of that three-year period, and you will have no further right to make any objections to it. You will have no right to sue Publisher in connection with any royalty accounting unless you commence the suit within that three-year period. If you so commence a suit, the scope of the proceedings will be limited to the determination of the amount of royalties due and the court will have no authority to consider any other issues or award any other relief. Without limitation of the foregoing, you will not have the right to seek termination of this Agreement or avoid the performance of your obligations under it by reason of any such claim.

## **9. Representations, Warranties, Covenants and Indemnities:**

### **(a) You represent, warrant and covenant that:**

- (i) Your Interest in the Compositions and all rights under copyrights therein are, and shall remain throughout the Term, your sole property, free from any claims whatsoever by any Person;
- (ii) No Composition nor any musical or other materials contained in any Composition has or will violate any law or infringe upon the rights of any Person;
- (iii) You have the full right, power and authority to enter into this Agreement and to grant to Publisher all rights granted herein and to fully perform each and every term of this Agreement;
- (iv) You have been represented by an attorney of your choice in connection with the negotiation and preparation of this Agreement;
- (v) ART OF WAR MUSIC PUBLISHING, INC. is a corporation duly incorporated and organized and validly existing and in good standing under the laws of the jurisdiction of your incorporation, and you have the corporate power to enter into this Agreement and to perform your obligations hereunder;
- (vi) Haaq owns 100% of ART OF WAR MUSIC PUBLISHING, INC. and will continue to do so throughout the Term. ART OF WAR MUSIC PUBLISHING, INC. is the sole vehicle through which you, Haaq and all Affiliates have acquired and will acquire rights in musical compositions, Your Interest in which shall be subject to this Agreement for the Term. Neither you, Haaq nor any Affiliate will attempt to thwart Publisher's rights under this Agreement by, without limitation, forming an entity not disclosed to Publisher which acquires rights in musical compositions in contravention of the terms of this Agreement.;
- (vii) In no event will Your Interest in any of the Compositions revert to any of the Writers (or any other third party) during the Term hereof. Publisher will enjoy exclusive administration rights (subject to these terms) with respect to Your Interest in all Compositions for the full Term of this Agreement, throughout the entire Territory. In no event will you assign or attempt to assign rights in any Compositions to any Writer or any other Person during the Term;
- (viii) No advances have been made or shall be made by any third party which are recoupable from monies derived from any use of the Compositions;
- (ix) Prior to the execution of this Agreement, you granted no rights with respect to the Compositions to any Person;
- (x) All Writers are writer members in good standing of, and you are a publisher member in good standing of, ASCAP or BMI;
- (xi) You have not entered into (and will not enter into) any agreement (including, without limitation, any license) which would interfere with any of the rights granted to Publisher pursuant to this Agreement;
- (xii) All Writer Agreements are listed on Exhibit C. The only agreements whatsoever (other than New Writer Agreements) pursuant to which you have or will at any time prior to and/or during the Term acquire any right, title and/or interest in any musical compositions are those Writer Agreements listed on Exhibit C;
- (xiii) Your Interest in the Compositions and all of your rights therein are, and shall throughout the Term remain, free from any claims, liens, liabilities and encumbrances of any kind whatsoever by any Person, and Publisher's exploitation of Your Interest in the Compositions as contemplated by these terms shall not result in the creation of any such claims, liens, liabilities or encumbrances.



For the purposes of the foregoing representations and warranties, an interest in you is deemed to be an interest in the Compositions. (By way of example of the preceding sentence, an attempt by you to sell an interest in ART OF WAR MUSIC PUBLISHING, INC. shall be deemed to be, without limitation, an attempted transfer of rights in the Compositions.) Your representations and warranties shall be in effect on each day of the Term and shall survive expiration thereof. If at any time you or a Writer are not members in good standing of ASCAP or BMI, then solely for administration purposes, you hereby authorize Publisher to index any applicable Compositions in the name of Publisher and to claim 100% of the publisher's share of performing fee's therefrom (for the period during which the applicable Person is not a member in good standing of the applicable society), subject to Publisher's payment of royalties in accordance with this Agreement. Publisher will re-index such Compositions after the Person concerned is re-affiliated and in good standing with the applicable society.

(b) During the Term neither you nor Haaq will (i) enter into any agreement which would interfere with the full and prompt performance of your obligations hereunder, or (ii) enter into any agreement with respect to any Compositions(s) or rights with respect thereto. Without limitation of the foregoing, at no time during the Term will you grant to any record company or others any license whatsoever with respect to any Composition, including any so-called "mechanical license" for Record use.

(c) During the Term, you will cooperate with Publisher in a timely manner with respect to all matters concerning the administration of Compositions. Without limitation of the foregoing, you will provide Publisher with complete and accurate information concerning Compositions (e.g. "splits") simultaneously with your Delivery thereof to Publisher, and will execute any additional documents reasonably required for the administration of your catalog.

(d) Without limitation of Publisher's rights herein or otherwise, you hereby indemnify and hold harmless Publisher and its Licensees from and against any and all claims, damages, costs, losses and expenses (including, without limitation, reasonable outside legal expenses) arising out of any breach or alleged breach by you of any of your representations and/or warranties and/or obligations contained in this Agreement. Pending the resolution of any claim in respect of which Publisher is entitled to be indemnified, Publisher may, in its reasonable discretion, withhold monies which would otherwise be payable to you in an amount not to exceed your potential liability to Publisher under this paragraph and may, without limitation of its right to require payment directly from you, reimburse itself out of such monies. If a claim is asserted against Publisher and/or its Licensees and no action or proceeding is commenced within one year after Publisher's receipt of the claim, Publisher will, upon your request, release any applicable withheld monies, unless Publisher reasonably considers that the commencement of an action or proceeding is imminent. If Publisher continues to withhold monies following the 12 month period because Publisher considers the commencement of an action or other proceeding to be imminent, Publisher shall release such monies if that action or other proceeding has not been commenced within three months following that 12 month period. In lieu of Publisher withholding such monies, you may make bonding arrangements, satisfactory to Publisher in its reasonable discretion, to assure Publisher of reimbursement for all damages, liabilities, costs and expenses reasonable outside counsel fees and expenses) which Publisher and/or its Licensees may incur as a result of such claim.

(e) The rights granted to Publisher pursuant to this Agreement are unique and extraordinary, the loss thereof cannot be adequately compensated in damages, and Publisher shall be entitled to injunctive relief to enforce the provisions of this Agreement.

(f) Without limitation of its other rights, in the event that you are in material breach of any provision of this Agreement, Publisher has the right, upon written notice to you and subject to your rights to cure such breach under Paragraph 11(g) below, to terminate the Term and/or suspend any and all payments to you under this Agreement.

**10. Definitions:** The following capitalized terms used in this Agreement, unless otherwise defined elsewhere in this Agreement, shall have the following meanings:

(a) "Records" - all forms of reproductions, now or hereafter known, manufactured or distributed primarily for home use, school use, juke box use, or use in means of transportation, embodying (i) sound alone or (ii) sound coupled with visual images. "Phonograph Records" means sound alone devices, including vinyl records, cassettes, compact discs and audio DVDs.



(b) "Delivery" or "Delivered" - when used with respect to Compositions, means the actual receipt by Publisher at its offices in New York, New York, of both a recorded tape and lyric sheet of the Composition and executed assignments of copyright from all Writers to you and authorizations in the form of the Exhibits annexed hereto, any existing copyright registrations, and copies of your Writer Agreements and any other agreements, if applicable, with any third parties, any other Writer Information, and any additional information or documents reasonably requested by Publisher.

(c) "Affiliate" - any Person which you and/or Haaq own or in which you and/or Haaq have an interest, in whole or in part, or which you and/or Haaq employ or which employs you and/or Haaq, and/or any Person, the operation of which is controlled directly or indirectly by you and/or Haaq. Upon formation of an Affiliate subsequent to the date hereof, you shall promptly notify Publisher in writing of such formation and simultaneously therewith shall deliver to Publisher a counterpart to this Agreement executed by such Affiliate. Such execution shall not relieve you of any of your warranties, representations or agreements hereunder.

(d) "Person" - any individual, corporation, partnership, association or other organized group of persons of whatever nature, or legal successors or representatives of the foregoing.

(e) "Licensees" - includes, without limitation, subsidiaries, wholly or partly owned, and divisions or affiliates of Publisher, and licensees not affiliated with Publisher.

11. **Miscellaneous.** (a) Applicable Laws; Venue. This Agreement shall be governed by New York law. All actions under this Agreement shall be brought in the courts (state or federal, as applicable) in the State of New York. You hereby irrevocably submit to personal jurisdiction in the State of New York, irrevocably waive the right to contest the jurisdiction or power of the New York courts and irrevocably waive any defense of inconvenient forum to the maintenance of such an action. Any process in such an action may be served on you by delivering it or mailing it, by registered or certified mail, directed to the address specified on page 1 of this Agreement (unless you have subsequently designate a different address under paragraph 11(b), in which event process may be so served at that address). Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

(b) Notices. All notices, royalties, statements and payments under this Agreement shall be sent to the recipient at the address set forth in this Agreement. All notices to Publisher shall be directed to its Chairman, with a copy of such notice to be sent, simultaneously, to Publisher's Senior Vice President, Legal and Business Affairs. All notices shall be sent by registered or certified mail, return receipt requested, except that royalty statements and payments may be sent by ordinary mail.

(c) Assignment. You may not assign this Agreement, or any of your rights hereunder, without the prior written consent of Publisher; except that you shall have the right to (i) assign monies payable under this Agreement (not more than twice), and/or (ii) assign your rights to an Affiliate solely owned by you or Haaq; in each case provided that you execute appropriate documentation reasonably required by Publisher, and provided further that no such assignment in any way affects any of Publisher's rights under this Agreement whatsoever. Publisher may assign its rights under this Agreement in whole or in part.

(d) Exhibits/Schedules. Any and all Exhibits, Schedules and riders annexed hereto together with this document shall be taken together to constitute the agreement between you and Publisher.

(e) By way of clarification, the term "Publisher" shall, as the context requires, refer to EMI APRIL MUSIC INC. for Compositions or portions thereof for which public performance rights have been assigned to ASCAP for the U.S., and EMI BLACKWOOD MUSIC INC. for Compositions or portions thereof for which public performance rights have been assigned to BMI for the U.S. However, in no event will this Agreement be construed to require Publisher to undertake two sets of obligations hereunder. All Advance and royalty amounts expressed herein are the aggregate amounts payable to you collectively hereunder.



(f) During the Term, Publisher shall have the exclusive right to match any and all offers made to you with respect to (i) the Compositions, (ii) you and/or any Affiliates (except to the extent not applicable to Compositions and/or rights, interests or income derived therefrom) and/or (iii) rights, interests or income with respect to the Compositions or you (except to the extent such rights, interests or income are not derived from or related to the Compositions). You shall provide Publisher with a bona fide copy of any such offer made to you during the Term and Publisher's right to match the material commercial terms of such offer, and thereby enter into an agreement with you on such terms, shall be exercisable within 30 days following Publisher's receipt of such offer from you.

(g) Neither party to this Agreement shall be entitled to recover damages or impose any remedy by breach by the other party ("Breaching Party") of its obligations hereunder, unless the Breaching Party has failed to remedy such breach within 30 days following receipt of notice thereof from the other party, provided, that, there shall be no "cure" period in connection with any breach by you of obligations that are not capable of cure by you, or in the event a different time period is specifically set forth in this Agreement.

(h) All prior and contemporaneous conversations, negotiations, agreements, and alleged agreements, representations, covenants and warranties concerning the subject matter of this Agreement are merged herein. This is a fully-integrated agreement.


(i) All other terms not specifically described herein shall be in accordance with Publisher's standard-form administration agreement.

(j) All payments due to you pursuant to this Agreement shall be made payable to the order of ART OF WAR MUSIC PUBLISHING, INC., Federal ID No. 6114.

Please acknowledge your agreement and acceptance of the foregoing terms by signing in the space provided below.

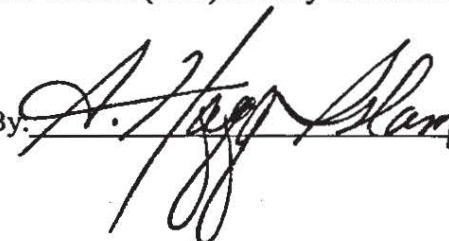
Sincerely yours,

EMI APRIL MUSIC INC.  
EMI BLACKWOOD MUSIC INC.

  
By: \_\_\_\_\_

ACCEPTED AND AGREED:

ART OF WAR MUSIC PUBLISHING, INC.  
individually and d/b/a Urban Warfare (ASCAP) and  
Street Warfare (BMI) and any and all Affiliates

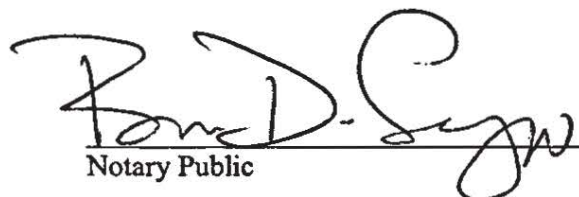
  
By: \_\_\_\_\_

STATE OF NY

COUNTY OF NY ) ss.:

On 7/1/02, before me personally came HAAQ ISLAM, the PRESIDENT of ART OF WAR MUSIC PUBLISHING, INC., known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed it.

BRUCE D. SCAVUZZO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 02-SC5021536  
COMMISSION EXPIRES 3/25 2006

  
Notary Public

SCHEDULE A

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Compositions

Title

Writer(s)/Share

Publisher(s)/Share

URCPY18R1

Wagner/Chappell Music, Inc. Los Angeles  
CATALOG LISTING - SONG TITLE ALPHABETICAL ORDER  
FOR XP #. 500338190063

DATE : 06/12/02

PAGE 1

URBAN WARFARE INC

1 000426931 ADDICTED

WRITER/PUBLISHER	BFH	W/M	SOC	TERR	LINK ADM	OWNY	COLLECTIONS MECH/OTHER PERP	
ANDREWS, MARK A. PKA "SISQO"	N	CA	ASCAP	W0100-Y	1	25.000	0.000	25.000
MR. YEAH		B	NS	W0100-Y	1	12.500	0.000	0.000
URBAN WARFARE INC.		B	ASCAP	W0100-Y	1	12.500	0.000	0.000
WB MUSIC CORP		AM	ASCAP	W0100-Y	1	0.000	50.000	25.000
NBET, AL	N	CA	ASCAP	W0100-N	2	25.000	0.000	25.000
AL NBET PUBLISHING		E	ASCAP	W0100-N	2	25.000	50.000	25.000
WCM TOTAL							50.000	25.000

TERR: W0100 WORLD

PUBL: PA 1005971 - 11/30/1999 REN.:

2 000401801 ALL ALONE

WRITER/PUBLISHER	BFH	W/M	SOC	TERR	LINK ADM	OWNY	COLLECTIONS MECH/OTHER PERP	
RUFFIN, TAMIR "NOKIO"	N	CA	ASCAP	W0100-Y	1	11.250	0.000	11.250
ANDREWS, MARK A. PKA "SISQO"	N	CA	ASCAP	W0100-Y	1	11.250	0.000	11.250
GREEN, JAMES E.	N	CA	ASCAP	W0100-Y	1	11.250	0.000	11.250
ANTHONY, LARRY, JR. "JAZZ"	N	CA	ASCAP	W0100-Y	1	11.250	0.000	11.250
NORTH AVENUE MUSIC		B	ASCAP	W0100-Y	1	21.500	0.000	0.000
URBAN WARFARE INC.		B	ASCAP	W0100-Y	1	21.500	0.000	0.000
WB MUSIC CORP.		AM	ASCAP	W0100-Y	1	0.000	50.000	45.000
JONES, G.	N	CA	NS	W0100-N	2	5.000	0.000	5.000
MALCOLM KING DUBOIS		E	NS	W0100-N	2	5.000	0.000	0.000
HEAVY HARMONY MUSIC PUBLISHING		AM		W0100-N	2	0.000	10.000	5.000
WCM TOTAL							90.000	45.000

TERR: W0100 WORLD

1 000429653 AMOEL

WRITER/PUBLISHER	BFH	W/M	SOC	TERR	LINK ADM	OWNY	COLLECTIONS MECH/OTHER PERP	
GREEN, JAMES E., JR. "WOODY"	N	CA	ASCAP	W0100-Y	1	25.000	0.000	25.000
WOODY ROCK SONGS		B	ASCAP	W0100-Y	1	12.500	0.000	0.000
URBAN WARFARE INC.		B	ASCAP	W0100-Y	1	12.500	0.000	0.000
WB MUSIC CORP.		AM	ASCAP	W0100-Y	1	0.000	50.000	25.000
CAMPBELL, MARRYN	N	CA	ASCAP	W0100-N	2	25.000	0.000	25.000
MYRRAW MUSIC		B	ASCAP	W0100-N	2	12.500	0.000	0.000
EMI APRIL MUSIC INC.		B	ASCAP	W0100-N	2	12.500	50.000	25.000
WCM TOTAL							50.000	25.000

TERR: W0100 WORLD

W0100

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Jun-12-02 14:57 From

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T-748 P.03

BC&Co., LLC

07/01/02 11:34 FAX 212 582 8273

Jun-12-02 14:57 From

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Warner/Chappell Music, Inc. Los Angeles  
CATALOG LISTING - SONG TITLE ALPHABETICAL ORDER  
FOR WP #: S00118190068

DATE . 06/12/02

PAGE

3

## URBAN WARFARE INC.

7 000429171 BEAUTY

WRITER/PUBLISHER	EFM	W/M	SOC	TERR	LINK ADM	OWN	COLLECTIONS MECH/OTHER PERP	
RUFFIN, TAMIR "NOKIO"	N	CA	ASCAP	W0001-Y	1	27.500	0.000	27.500
NORTH AVENUE MUSIC		E	ASCAP	W0001-Y	1	13.750	0.000	0.000
URBAN WARFARE INC.		E	ASCAP	W0001-Y	1	13.750	0.000	0.000
WB MUSIC CORP.		AM	ASCAP	W0001-Y	1	0.000	55.000	27.500
ROCHE, GUY TEVATEUA	N	CA	ASCAP	W0001-N	2	12.500	0.000	12.500
MANUITI L.A.		E	ASCAP	W0001-N	2	12.500	25.000	12.500
WEATHERSPOON, PHIL	N	CA	ASCAP	W0001-N	3	10.000	0.000	10.000
COPYRIGHT CONTROL		E	NS	W0001-N	3	10.000	10.000	10.000
WCM TOTAL							55.000	27.500

RUFFIN, TAMIR "NOKIO"	N	CA	ASCAP	W0101-Y	1	27.500	0.000	27.500
NORTH AVENUE MUSIC		E	ASCAP	W0101-Y	1	13.750	0.000	0.000
URBAN WARFARE INC.		E	ASCAP	W0101-Y	1	13.750	0.000	0.000
WB MUSIC CORP.		AM	ASCAP	W0101-Y	1	0.000	55.000	27.500
ROCHE, GUY TEVATEUA	N	CA	ASCAP	W0101-N	2	12.500	0.000	12.500
MANUITI L.A.		E	ASCAP	W0101-N	2	12.500	25.000	12.500
WEATHERSPOON, PHIL	N	CA	ASCAP	W0101-N	3	10.000	0.000	10.000
COPYRIGHT CONTROL		E	NS	W0101-N	3	10.000	10.000	10.000
WCM TOTAL							55.000	27.500

TERR: W0101 WORLD, -CANADA, -UNITED STATES

8 000452950 CLOSE YOUR EYES

WRITER/PUBLISHER	EFM	W/M	SOC	TERR	LINK ADM	OWN	COLLECTIONS MECH/OTHER PERP	
ANDREWS, MARK A. PKA "SISQO"	N	CA	ASCAP	W0100-Y	1	20.000	0.000	20.000
MR. YBAH		E	ASCAP	W0100-Y	1	10.000	0.000	0.000
URBAN WARFARE INC.		E	ASCAP	W0100-Y	1	10.000	0.000	0.000
WB MUSIC CORP.		AM	ASCAP	W0100-Y	1	0.000	40.000	20.000
TABBS, MARK	N	CA	NS	W0100-N	2	5.000	0.000	5.000
PALAN MUSIC		E	PRS	W0100-N	2	5.000	10.000	5.000
MOORING, NATHAN	N	CA	ASCAP	W0100-N	3	12.500	0.000	12.500
BARNES, JAROD	N	CA	ASCAP	W0100-N	3	12.500	0.000	12.500
MAJARI MUSIC		E	ASCAP	W0100-N	3	25.000	50.000	25.000
WCM TOTAL							40.000	20.000

ANDREWS, MARK A. PKA "SISQO"	N	CA	ASCAP	W0141-Y	1	20.000	0.000	20.000
MR. YBAH		E	ASCAP	W0141-Y	1	10.000	0.000	0.000
URBAN WARFARE INC.		E	ASCAP	W0141-Y	1	5.000	0.000	0.000
WB MUSIC CORP.		E	ASCAP	W0141-Y	1	5.000	40.000	20.000
TABBS, MARK	N	CA	NS	W0141-N	2	5.000	0.000	5.000
PALAN MUSIC		E	PRS	W0141-N	2	5.000	10.000	5.000

0007

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T-748 P.04

BGMCo., LLC

07/01/02 11:34 FAX 212 592 8273

Jun-12-02 14:57 From-



URCPY18W1

Warner/Chappell Music, Inc. Los Angeles  
CATALOG LISTING - SONG TITLE ALPHABETICAL ORDER  
FOR WP #: 80018190068

DATE : 06/12/02

PAGE 4

## URBAN WARFARE INC.

## 0 000451950 CLOSE YOUR EYES

WRITER/PUBLISHER	RFM	W/M	SOC	TERR	LINK ADM	OWN%	COLLECTIONS MECH/OTHER	PERF
MOORING, NATHAN	N	CA		W0141-M	1	12.500	0.000	12.500
BARNES, JAROD	N	CA		W0141-M	1	12.500	0.000	12.500
MAJARI MUSIC		E		W0141-M	1	25.000	50.000	25.000
WCM TOTAL							40.000	20.000

TERR: W0141 US PERF REGISTRATION

PUBL.: PA 1062976 - 06/19/2001 REN.:

## 9 000456158 COME INSIDE

WRITER/PUBLISHER	RFM	W/M	SOC	TERR	LINK ADM	OWN%	COLLECTIONS MECH/OTHER	PERF
LATTISAW, JEROME	N	CA		W0100-Y	1	10.000	0.000	10.000
ROME, PATRICK	N	CA		W0100-Y	1	10.000	0.000	10.000
URBAN WARFARE INC.		E	ASCAP	W0100-Y	1	20.000	0.000	0.000
WB MUSIC CORP.		AM	ASCAP	W0100-Y	1	0.000	40.000	20.000
JACKSON, KEVIN	N	CA		W0100-M	2	15.000	15.000	15.000
K-JACK TOP TEN MUSIC		E	ASCAP	W0100-M	2	15.000	15.000	15.000
WHITE, ERIC	N	CA		W0100-M	2	15.000	15.000	15.000
BAKTER MUSIC PUBLISHING		E	ASCAP	W0100-M	2	15.000	15.000	15.000
WCM TOTAL							40.000	20.000

LATTISAW, JEROME	N	CA		W0141-Y	1	10.000	0.000	10.000
ROME, PATRICK	N	CA		W0141-Y	1	10.000	0.000	10.000
URBAN WARFARE INC.		E	ASCAP	W0141-Y	1	10.000	0.000	0.000
WB MUSIC CORP.		E	ASCAP	W0141-Y	1	10.000	40.000	20.000
JACKSON, KEVIN	N	CA		W0141-M	2	15.000	15.000	15.000
K-JACK TOP TEN MUSIC		E	ASCAP	W0141-M	2	15.000	15.000	15.000
WHITE, ERIC	N	CA		W0141-M	2	15.000	15.000	15.000
BAKTER MUSIC PUBLISHING		E	ASCAP	W0141-M	2	15.000	15.000	15.000
WCM TOTAL							40.000	20.000

TERR: W0141 US PERF REGISTRATION

PUBL.: PA 1075225 - 09/18/2001 REN.:

## 10 000456361 COME INSIDE (INTERLUDE)

WRITER/PUBLISHER	RFM	W/M	SOC	TERR	LINK ADM	OWN%	COLLECTIONS MECH/OTHER	PERF
CORBETT, JOHN "CHAOS"	N	CA	ASCAP	W0100-Y	1	25.000	0.000	25.000
GARDNER, BRUCE	N	CA		W0100-Y	1	25.000	0.000	25.000
KNOCK HARD ENTERTAINMENT		E		W0100-Y	1	25.000	0.000	0.000
URBAN WARFARE INC.		E	ASCAP	W0100-Y	1	25.000	0.000	0.000